APPENDIX A — DECISION AND ORDER OF THE SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION, FIRST DEPARTMENT DATED JUNE 27, 2002

SUPREME COURT
APPELLATE DIVISION
FIRST DEPARTMENT, NEW YORK

Mark Wiener,

Plaintiff-Appellant,

-against-

Lawrence-Picaso, Inc., et al.,

Defendants-Respondents.

Williams, P.J., Saxe, Sullivan, Friedman, JJ.

Melvin S. Hirshowitz

Mark J. Alonzo

Order and judgment (one paper), Supreme Court, New York County (Norman Ryp, J.), entered February 5, 2002, which, after a jury trial and upon the partial grant of defendants' motions to set aside the verdict, awarded plaintiff in this action for breach of an employment contract the total sum of $43,780.67, unanimously affirmed, without costs.

Plaintiff's family owned several properties in the Bronx and Manhattan ("Ackerman Properties"). In August 1997,

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Ackerman Properties agreed to hire defendants to manage their interests. At the same time, on August 26, 1997, plaintiff, a property manager, entered into an employment agreement with defendants for an initial three-year term with a provision for automatic renewal on a year-to-year basis. The agreement also provided, in relevant part, that it could be terminated by defendants in the event that plaintiff's actions constituted wilful non-performance or malfeasance or if Ackerman Properties was no longer managed by defendants. Twenty-three months after entering into the agreement with plaintiff, defendants terminated his employment.

Following a trial, the jury returned a verdict awarding plaintiff $205,000. The jury concluded that defendants breached the employment agreement and that based on the agreement's automatic renewal provision, plaintiff would have remained employed at defendants for an additional 3½ years after the initial term expired. Thereafter, the trial court granted defendants' post-trial motions to the extent of reducing the award of damages to the extent indicated above.

The trial court's finding, that the plaintiff should only be compensated for the remainder of the initial three-year term of the employment agreement less the unemployment benefits he received (*see*, *Cornell v. T.V. Dev. Corp.*, 17 N.Y.2d 69, 74), was warranted as a matter of law since there was "no valid line of reasoning and permissible inferences which could possibly lead rational men to the conclusion reached by the jury" that plaintiff would have remained employed by defendant beyond expiration of the initial non-terminable contract term (*see*, *Cohen v. Hallmark Cards, Inc.*, 45 N.Y.2d 493, 499). The trial was replete with

testimony demonstrating that plaintiff's actions, while in the defendants' employ, including failing to visit the buildings which he managed and forging the signatures of property owners on New York City Multiple Dwelling Registration Forms, constituted wilful non-performance and malfeasance, and as such, justified nonrenewal of the employment agreement.

We have considered plaintiff's remaining contentions and find them unavailing.

THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: JUNE 27, 2002

s/ Catherine O'Hagan Wolfe
CLERK

APPENDIX B — ORDER AND JUDGMENT OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK DATED JANUARY 18, 2002 AND FILED FEBRUARY 5, 2002

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No. 603935/99

At IAS Term, Part 44, of the Supreme Court of the State of New York, held in and for the County of New York, at the Courthouse, New York, New York, on the 18th day of January, 2002.

PRESENT:
Hon. NORMAN C. RYP, Justice.

MARK WIENER,

Plaintiff,

-against-

LAWRENCE-PICASO, INC., LAWRENCE PICASO, INC. d/b/a LAWRENCE PROPERTIES and LAWRENCE PROPERTIES,

Defendants.

Appendix B

ORDER AND JUDGMENT

The issues in the above-entitled action having duly come on for trial before Justice Norman C. Ryp, and a jury, at an IAS Term, Part 44 of this Court, held at the Courthouse, located at 71 Thomas Street, in New York County, and the plaintiff having appeared by his then attorney Robert D. Kraus, and the defendants having appeared by their attorney, Alonso, Ferrigno & Andalkar, P.C., the issues having been duly tried, and the jury having rendered a verdict on December 21, 2000 , in favor of the plaintiff and against the defendants in the sum of $205,000;

Defendants having moved by Notice of Motion dated April 9, 2001 to grant defendants a directed verdict, or for judgment notwithstanding the verdict, and for other relief;

Upon the affirmation of Mark J. Alonso, dated April 9, 2001, and the affidavit of Howard Kitain, sworn to April 9, 2001 and the exhibits attached thereto, in support of the motion;

Plaintiff having thereupon cross-moved by Notice of Cross-Motion dated June 11, 2001 for the award of prejudgment interest and other relief;

Upon the affirmation of Robert D. Kraus, dated June 11, 2001 and the exhibits attached thereto in support of the cross-motion and in opposition to the motion;

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Upon the affirmation of Manoj R. Andalkar, dated July 6, 2001, and the exhibit attached thereto, in opposition to the cross-motion and in further support of the motion;

Upon the Decision and Order of Justice Norman C. Ryp, dated September 10, 2001 (copy attached as Exhibit A) partially granting and partially denying the motion and cross-motion and directing the settlement of an Order and Judgment;

Defendants having thereupon moved by Order to Show Cause issued on October 5, 2001 requesting leave to reargue and requesting further modification of the Court's September 10, 2001 Decision and Order;

Upon the two affirmations of Mark J. Alonso, dated respectively October 2, 2001 and October 4, 2001 and the exhibits attached thereto, in support of the Order to Show Cause;

Plaintiff having thereupon cross-moved by Notice of Cross-Motion dated October 18, 2001 to renew and reargue with respect to the aforesaid September 10, 2001 Decision and Order;

Upon the affirmation of Robert D. Kraus, dated October 18, 2001, and the exhibits attached in support of the cross-motion;

Upon the affirmation of Mark J. Alonso, dated October 22, 2001 in opposition to the cross-motion and in further support of the motion; and

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Upon the Decision and Order of Justice Norman C. Ryp, dated November 14, 2001 (copy attached as Exhibit B) denying plaintiff's cross-motion to reargue and granting defendants' motion to reargue as set forth in such Decision and Order and directing settlement of an Order and Judgment;

Now, on motion of MELVIN S. HIRSHOWITZ, attorney for the plaintiff, it is

ORDERED, that leave to reargue is hereby granted to defendants, and upon the aforesaid papers and upon such reargument, defendants' motion to set aside the jury verdict is granted only to the extent that judgment is to be entered for plaintiff in the reduced sum of $34,266.67, plus interest from July 29, 1999 through December 21, 2000, the date of the jury verdict, plus interest from December 22, 2000 to the date of entry of judgment, together with the costs and disbursements of this action; and it is further

ORDERED, that plaintiff's cross-motion for leave to reargue is hereby denied; and it is further

ORDERED, that this Court's Order dated September 10, 2001 is hereby vacated and set aside to the extent inconsistent with the above; and it is further

ADJUDGED, that plaintiff MARK WEINER, residing at 25 Central Park West, New York, New York 10023 does recover of the defendants LAWRENCE-PICASO, INC., LAWRENCE PICASO, INC. d/b/a LAWRENCE PROPERTIES and LAWRENCE PROPERTIES located at 855 Avenue of the Americas, New York, New York 10001, jointly and

severally, the sum of THIRTY-FOUR THOUSAND TWO HUNDRED SIXTY-SIX AND 67/100 ($34,266.67) DOLLARS, plus interest thereon from July 29, 1999 through December 21, 2000 in the sum of $4,309.15, plus interest from December 22, 2000 through the date of entry of judgment to be taxed by the judgment in the sum of $3899.85, together with costs and disbursements in the sum of $1305.00, making in all the total sum of $43,780.67, and that the plaintiff MARK WIENER have execution therefor.

1/18/02 ENTER,

s/ Norman C. Ryp
NORMAN C. RYP
J.S.C.

s/ [illegible]
CLERK

APPENDIX C — JURY VERDICT WITH JURY INTERROGATORIES DATED DECEMBER 21, 2000

JURY INTERROGATORIES (COURT EXHIBIT I) REFLECTING JURY VERDICT, DATED DECEMBER 21, 2000, AND COURT EXTRACT CERTIFYING JURY VERDICT

INDEX NO. 603935/99

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: IA PART 44

MARK WIENER,

Plaintiff,

-against-

LAWRENCE-PICASO, INC., LAWRENCE PICASO, INC. d/b/a LAWRENCE PROPERTIES, and LAWRENCE PROPERTIES,

Defendants.

RYP, NORMAN C., J.:

JURY INTERROGATORIES

NOTE: At least five (5) jurors must agree on the answer to each and every Question below; although they do not have to be the same five (5) jurors for each Question.

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1. Whether or not plaintiff, MARK WIENER, was ready, willing and able to perform his employment contract dated August 26, 1997, with defendants, LAWRENCE-PICASO, INC., LAWRENCE-PICASO INC. d/b/a LAWRENCE PROPERTIES, and LAWRENCE PROPERTIES, until his termination on July 29, 1999?

✓	
YES	NO

If you answered YES to Question 1 above, proceed to Question 2 below. If you answered NO to Question 1 above, proceed to Question 4 below.

2. Whether or not defendants, LAWRENCE-PICASO, INC., LAWRENCE-PICASO, INC. d/b/a LAWRENCE PROPERTIES, and LAWRENCE PROPERTIES, breached its employment contract with plaintiff MARK WIENER, dated August 26, 1997?

✓	
YES	NO

If you answered YES to Question 2 above, proceed to Question 3 below. If you answered NO to Question 2 above, proceed to Question 4 below.

3. Did plaintiff, MARK WIENER, sustain damages as a result of the breach of the above employment contract?

✓	
YES	NO

Proceed to Question 4 below.

Appendix C

4. Whether or not plaintiff, MARK WIENER, and defendants, LAWRENCE-PICASO, INC., LAWRENCE-PICASO INC. d/b/a LAWRENCE PROPERTIES, and LAWRENCE PROPERTIES, created a fiduciary relationship arising out of the employment of plaintiff by defendant?

YES	NO
	✓

If you answered YES to Question 4 above, proceed to Question 5 below. If you answered NO to Question 4 above and YES to each of Question 1, Question 2 and Question 3 above, proceed to Question 6 below. If you answered NO to Question 4 above and NO to either Question 1, Question 2 or Question 3 above, STOP, and report your verdict to the Court.

5. Whether or not plaintiff, MARK WIENER, breached said fiduciary duty?

YES	NO

If you answered YES to Question 5 above, proceed to Question 6 below. If you answered NO to Question 5 above and YES to each of Question 1, Question 2 and Question 3 above, proceed to Question 6 below. If you answered NO to Question 5 above and NO to either Question 1, Question 2 or Question 3 above, STOP, and report your verdict to the Court.

Appendix C

6. State the amount of damages, if any, awarded to plaintiff, MARK WIENER.

$205,000.00*

If you answered YES to Question 5 above, proceed to Question 7 below. If you answered NO to Question 5 above (or did not answer Question 5 as instructed), STOP, and report your verdict to the Court.

7. State the amount of compensatory damages, if any, awarded to defendants, LAWRENCE-P1CASO, INC., LAWRENCE-PICASO INC. d/b/a LAWRENCE PROPERTIES, and LAWRENCE PROPERTIES.

$_____

We, the undersigned jurors in this action, concur and answer the above Questions in accordance with the instructions of this Court and report our verdict as stated above, at least five (5) jurors have agreed on the answer to each Question.

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* 4.5 years at $50,000/year includ. all benefits + salary, minus $20,000.00 unemployment insurance received to date and expected with regard to the current period.

Appendix C

Dated: Dec 21, 2000

s/ [illegible]
(1. Foreperson)

s/ [illegible]
(2)

s/ [illegible]
(3)

s/ [illegible]
(4)

s/ [illegible]
(5)

s/ [illegible]
(6)

APPENDIX D — DECISION AND ORDER OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK DATED NOVEMBER 14, 2001

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 44

INDEX NO. 603935/99

MARK WIENER,

Plaintiff,

-against-

LAWRENCE-PICASO, INC., LAWRENCE-PICASO, INC. d/b/a LAWRENCE PROPERTIES and LAWRENCE PROPERTIES,

Defendants.

DECISION & ORDER

RYP, NORMAN C., J.:

Defendant's CPLR 2221 motion to reargue and plaintiff's CPLR 2221 cross-motion to reargue are consolidated for determination as follows.

Plaintiff's CPLR 2221 cross-motion to reargue is denied because the plaintiff failed to present any credible evidence the employment contract would be renewed. Plaintiff's argument that the employment contract would be automatically

renewed is undermined by the fact the defendant's terminated plaintiff on July 29, 1999, prior to the expiration of the initial term of the employment contract.

Defendant's CPLR 2221 motion to reargue is granted and the Order of this Court dated September 10, 2001, is modified to reflect the reduction of the amount awarded by employment benefits received by plaintiff in the stipulated sum of $19,900.00 to the sum of $34,266.67 ($54,166.67 [13 months at $4,166.67 per month] minus the employment benefits of $19,900.00).

Accordingly, plaintiff is entitled to a judgment in the sum of $34,266.67 plus interest from July 29, 199^, through December 21, 2000, plus interest to date of entry of judgment, as taxed by the Judgment Clerk, together with costs and disbursements.

Settle Order and Judgment.

Dated: 11/14/01

s/ Norman C. Ryp
NORMAN C. RYP
J.S.C.

APPENDIX E — DECISION AND ORDER OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK DATED SEPTEMBER 10, 2001

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK: PART 44

INDEX NO. 603935/99

MARK WIENER,

Plaintiff,

-against-

LAWRENCE-PICASO, INC., LAWRENCE-PICASO, INC. d/b/a LAWRENCE PROPERTIES and LAWRENCE PROPERTIES,

Defendants.

DECISION & ORDER

RYP, NORMAN C., J.:

After this jury Trial, defendants' move pursuant to CPLR 4404 to set aside the jury verdict which awarded plaintiff, Mark Wiener, $205,000.00 (four and one half years salary at $50,000.00 per year) for breach of an employment contract as against the weight of the evidence or in the alternative to reduce the verdict. Plaintiff cross-moves pursuant to CPLR 4404 for prejudgment interest from July 29, 1999, and to

strike the affidavit of Howard Kitain dated April 9, 2001. The above motions are consolidated for determination.

Defendants', in support, contend the plaintiff admitted acts of malfeasance including forgery of the signatures of two (2) building owners on official public forms and failed to perform his duties as provided for in the employment manual. Further defendants' contend the jury award should be reduced because there was no credible evidence presented that the employment agreement would be extended beyond it's stated minimum term of three (3) years.

In opposition, plaintiff contends the defendants did not terminate his employment because of any alleged forgery, and further that defendants ratified his actions. Plaintiff further contends he performed all duties as directed and further was not required to sign the employment manual. Finally, plaintiff contends the affidavit of Howard Kitain dated April 9, 2001, should be striken because it seeks to introduce into evidence certain evidence that was not adduced at Trial.

At Trial, conflicting evidence was presented regarding the acts of the plaintiff, with the issue being the credibility of each side's witnesses.

In order to set aside a jury verdict as against the weight of the credible evidence, there must be "no valid line of reasoning and permissible inferences which could possibly lead rational men to the conclusion reached by the jury on the basis of the evidence presented at trial." *Cohen v. Hallmark*, 47 NY2d 493 (1978).

Appendix E

Whether a jury verdict is against the weight of the evidence is essentially a discretionary and factual determination which must be exercised with considerable caution based upon the absence of substantial justice, not simply an unsatisfactory verdict or one which the Court disagrees. *Cohen v. Hallmark, supra*; *Nicastro v. Park*, 113 AD2d 129 (2nd Dept. 1985).

In this case, the jury verdict finding a breach of the employment contract is amply supported by the credible evidence. Accordingly, the only issue before this Court is the amount of damages. While there was ample credible evidence of a breach, there was a lack of credible evidence regarding the probability of renewal of the subject employment contract. Therefore, this Court must reduce the jury award to include damages from the breach, on July 29, 1999, when plaintiff was terminated to the three year minimum date set forth in the employment contract (Pl. Ex. H.) of August, 2000. Accordingly, the jury award of $205,000.00 is reduced to $54,166.67 (13 months at $4,166.67 per month), plus applicable interest, costs and disbursements at entry of judgment hereunder.

Plaintiff's CPLR 4404 cross motion for interest is granted without opposition and plaintiff is entitled to the statutory interest from July 29, 1999, the date of the breach up to and including December 21, 2000, the date of the jury verdict pursuant to CPLR 5001 plus interest to date of entry of judgment hereunder. Plaintiff's cross-motion to strike the affidavit of Howard Kitain dated April 9, 2001, relating to present value of the jury award is denied as moot.

Appendix E

Accordingly, defendants' CPLR 4404 motion to set aside the jury verdict for breach of an employment contract as against the weight of the evidence or in the alternative to reduce the verdict and plaintiff's CPLR 4404 cross motion for prejudgment interest from July 29, 1999, and to strike the affidavit of Howard Kitain dated April 9, 2001, are partially granted and partially denied as set forth above. Acordingly, plaintiff is entitled to a judgment in the sum of $54,166.67 plus interest from July 29, 1999, through December 21, 2000, plus interest to date of entry of judgment, as taxed by the Judgment Clerk and costs and disbursements.

Settle Ordered and Judgment.

Dated: September 10, 2001

s/ Norman C. Ryp
NORMAN C. RYP
CLERK

APPENDIX F — ORDER OF THE SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION, FIRST JUDICIAL DEPARTMENT DATED SEPTEMBER 17, 2002

SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION
FIRST JUDICIAL DEPARTMENT

At a Term of the Appellate Division of the Supreme Court held in and for the First Judicial Department in the County of New York on September 17, 2002.

Present — Hon. Milton L. Williams, Presiding Justice,
David B. Saxe
Joseph P. Sullivan
David Friedman, Justices.

Mark Wiener,

Plaintiff-Appellant,

-against-

Lawrence-Picaso, Inc., et al.,

Defendants-Respondents.

Plaintiff-appellant having moved for reargument of or, in the alternative, for leave to appeal to the Court of Appeals from the decision and order of this Court entered on June 27, 2002 (Appeal No. 1492),

Appendix F

Now, upon reading and filing the papers with respect to the motion, and due deliberation having been had thereon,

It is ordered that the motion is denied. (See M-3877, decided simultaneously herewith.)

ENTER:

s/ Catherine O'Hagan Wolfe
Clerk

APPENDIX G — ORDER OF THE COURT OF APPEALS OF THE STATE OF NEW YORK DENYING MOTION FOR LEAVE TO APPEAL DATED DECEMBER 17, 2002

STATE OF NEW YORK,
COURT OF APPEALS

At a session of the Court, held at Court of Appeals Hall in the City of Albany on the seventeenth day of December 2002

Present, HON. JUDITH S. KAYE, Chief Judge, presiding.

1-10 Mo. No. 1209

Mark Wiener,

Appellant,

v.

Lawrence-Picaso, Inc., et al.,

Respondents.

A motion for leave to appeal to the Court of Appeals in the above cause having heretofore been made upon the part of the appellant herein and papers having been submitted thereon and due deliberation having been thereupon had, it is

ORDERED, that the said motion be and the same hereby is denied.

s/ Stuart M. Cohen
Stuart M. Cohen
Clerk of the Court

APPENDIX H — EMPLOYMENT CONTRACT OF AUGUST 26, 1997

EMPLOYMENT AGREEMENT OF
MARK WIENER

EMPLOYMENT AGREEMENT made this 26 day of August, 1997, by and between Lawrence Properties, a licensed real estate firm having its principle office at 855 Avenue of the Americas, New York, N.Y. 10001 ("Employer") and Mark Wiener, residing at 25 Central Park West, New York, N.Y. 10023 ("Employee").

WHEREAS, the Employer is engaged in the business of managing real estate and real estate brokerage; and

WHEREAS, the Employer wishes to employ Employee and Employee wishes to enter into such employment on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed as follows:

1. Position. Employee shall be given the position of Management Executive with the responsibility of managing a portfolio of cooperative/condominium/rental buildings, including assisting other management executives with municipal agency requirements and assisting in the management of four properties in which Employee's family are the owners—5400 Fieldston Road, Riverdale, New York, New York; 3900 Greystone Avenue, Riverdale, New York, 165 Seaman Avenue, New York, New York and 880-902 Gerard Avenue, Bronx, New York (collectively, the "Ackerman Properties").

Appendix H

2. Compensation. As full compensation for all services rendered by the Employee pursuant to this Agreement, Employer agrees to pay Employee the minimum annual salary of $43,000. In the event that either or both of the following two properties enter into management-agreements with Employer while this Agreement is in effect and Mark Wiener is the precipitating cause for such properties to become managed by Employer, then Employee's annual salary shall increase by $3,500 for each such property. Those properties are: 235 East 49th Street, New York, New York and 210 West 19th Street, New York, New York. Employer shall review Employee's salary on an annual basis and may increase Employee's salary but in no event shall Employee's annual salary be set below the higher of $43,000 or the Employee's annual salary after taking into account an increase in salary as described in this section, if any.

3. Medical Benefits. After 90 days of employment, Employee will become enrolled in Employer's single coverage medical and dental plans and the cost thereof shall be paid by Employer. During such 90 day period, Employer shall pay Employee's COBRA expenses before Employee's inclusion in Employer's medical and dental plans.

4. Vacation and Retirement Plan. Employee shall be entitled to two weeks annual vacation but shall not take any such vacation during the first six months of employment under this Agreement. Employee shall be entitled to seven paid sick days per year and two paid personal days. Employee shall become vested in Employer's 401(k) plan no later than one year after employment hereunder. The Employee's

vacation and retirement plan participation shall be governed by Employer's company manual and shall be subject to change in the event of changes in the Employer's company manual for all employees.

5. Tern of Employment. The term of this Agreement shall be for a minimum of three years from the date of this Agreement and thereafter shall automatically renew on a year to year basis. This Agreement may be terminated by Employee upon fourteen days prior written notice. Employer may terminate this Agreement upon fourteen days prior written notice only based upon activity by Employee which constitutes willful non-performance or malfeasance, provided, however, that Employer shall also be able to terminate this Agreement upon fourteen days prior written notice in the event that the Ackerman properties are no longer being managed by Employer.

6. Reassignment. Only in the event that Employee's performance fails to satisfy reasonable standards for that of a property manager, then Employer may reassign Employee to lesser duties than that of a property manager. Before such reassignment, Employer shall have given Employee written notice setting forth the areas where Employee has failed to perform adequately and shall provide Employee with a three month period to correct such deficiencies. In the event that Employee fails to correct such deficiencies after such three month period, then Employer may reassign Employee as set forth above. In such event, Employee shall still be entitled to the minimum annual salary as set forth in Section 2. Nothing herein shall restrict Employer from assigning to

Employee such buildings that Employer, in its sole discretion, deems necessary or advisable, regardless of the performance of the Employee on any building account.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

8. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreement, arrangements and understandings, written or oral, relating to the subject matter hereof.

9. No Waiver. The terms or covenants hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same.

10. Notices. All notices, consents and other communications hereunder shall be in writing and shall be sent by personal delivery or regular mail to the address of the receiving party set forth at the beginning of this Agreement or such other address as the party receiving notice or its assignees shall designate by written notice furnished to the sending party. All notices, consents, and other communications shall be deemed to have been sufficiently given upon receipt of the document if the document is personally delivered or five business days after the date of the mailing thereof if the document is mailed.

Appendix H

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above.

LAWRENCE PROPERTIES

s/ [illegible]
By:
Title: President

MARK WIENER
s/ Mark Wiener